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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-187509

**DATE:** May 18, 1978

**MATTER OF:** Local 1418, National Federation of Federal  
Employees - Application of 56 Comp. Gen. 786

**DIGEST:** Our decision 56 Comp. Gen. 786 (1977) held that certain USIA employees were entitled to retroactive temporary promotions for short term details to supervisory positions under provision of collective-bargaining agreement. USIA interpreted our decision as applicable only to employees detailed for periods longer than 8 days. Such interpretation is not in accordance with our decision which under the terms of the agreement applies to employees detailed for 2 or more hours.

This action involves a request from Mr. Mike Ostergard, President, Local 1418, National Federation of Federal Employees (NFFE), for a ruling on a question that has arisen concerning the proper application of our decision. Matter of Burrell Morris, et al. - Retroactive temporary promotions to higher grade General Schedule positions for prevailing rate employees, 56 Comp. Gen. 786 (1977). That decision involved the question of whether, under the provisions of the applicable collective-bargaining agreement, certain United States Information Agency (USIA) prevailing rate employee technicians temporarily assigned to higher level General Schedule supervisory positions were entitled to be paid at the applicable rate of the positions for which they were temporarily assigned. We held in 56 Comp. Gen. 786, *supra*, that USIA had a mandatory duty under the terms of the agreement provision in question to temporarily promote otherwise qualified prevailing rate employees when they are temporarily assigned, even for brief periods, to perform the duties of higher grade General Schedule positions.

The President, Local 1418, NFFE, states that USIA has made a unilateral interpretation of 56 Comp. Gen. 786, *supra*, and has agreed to award retroactive temporary promotions and backpay only to those employees who were temporarily assigned to higher grade positions for periods longer than 8 days. Correspondence from USIA regarding this matter reveals that USIA consulted Local 1418 representatives concerning the terms of our decision 56 Comp. Gen. 786, *supra*, upon receipt thereof. It appears that USIA thought that Local 1418 had acquiesced in its proposal to award

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backpay only to those employees who were temporarily assigned to higher level positions for periods longer than 8 days. Apparently, there has been a misunderstanding on this point between the parties. Hence, we shall attempt to clarify our holding in 56 Comp. Gen. 786, supra.

That decision concluded that the pertinent collective-bargaining agreement provision was clear and unambiguous and should be implemented according to its plain meaning. The pertinent provision reads as follows:

"Section 2 - 10: Assignment Pay

"Employees qualified to perform higher level work may be required by proper authority to perform such work and will be paid the appropriate higher level pay rate for hours actually employed in such work."

The plain meaning of the above-quoted provision requires that lower level employees temporarily assigned to perform higher level work will be paid the higher level pay rates for hours worked at the higher level. In such context, the word "hours" designates 60-minute periods. Sutto v. Board of Medical Registration and Examination of Indiana, 180 N. E. 533, 537 (1962). The plural word "hours" means 2 or more hours. Therefore, we are of the opinion that an employee assigned to the higher level work for 2 or more hours should be awarded the remedy set forth in our decision 56 Comp. Gen. 786, supra, if the employee is otherwise qualified to receive the remedy.

Deputy

*R. K. 114*  
Comptroller General  
of the United States